

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

LEHMAN BROTHERS HOLDINGS INC., *et al.*,

Debtors.

: Chapter 11 Case No.

: 08-13555 (JMP)

: (Jointly Administered)

:

:

X

NOTICE OF PARTIAL TRANSFER OF CLAIM
PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Shinkin Central Bank ("Transferor")
3-7, Yeasu 1-Chome, Chuo-ku
Tokyo 103-0028, Japan
Telephone: +81-3-5202-7668
Email: masahiro.matsukura@e-scb.co.jp
toru.koriyama@e-scb.co.jp
2. Please take notice that the transfer of a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 42201 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("Transferee")
745 Seventh Avenue
New York, NY 10019
Telephone: +81-3-4530-1549
Email: david.aughey@barclayscapital.com
jessica.fainman@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as Exhibit B hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee.

3. No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

-- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court
Southern District of New York
Attn: Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408

-- SEND A COPY OF YOUR OBJECTION TO THE TRANSFeree

-- Refer to **INTERNAL CONTROL NO.** _____ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFeree WILL BE SUBSTITUTE FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING.**

CLERK

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first named party, by first class mail, postage prepaid on _____, 2009.

INTERNAL CONTROL NO. _____

Copy: (check) Claims Agent Transferee Debtors' Attorney

Deputy Clerk

EXHIBIT A

[Proof of Claim]

United States Bankruptcy Court/Southern District of New York
 Lehman Brothers Holdings Claims Processing Center
 c/o Epiq Bankruptcy Solutions, LLC
 FDR Station, P.O. Box 5076
 New York, NY 10150-5076

In Re:
 Lehman Brothers Holdings Inc., et al.,
 Debtors.

Chapter 11
 Case No. 08-13555 (JMP)
 (Jointly Administered)

LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York
 Lehman Brothers Holdings Inc., Et Al.
 08-13555 (JMP) 0000042201



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

SHINKIN CENTRAL BANK

3-7, Yaesu 1-Chome, Chuo-ku, Tokyo 103-0028, Japan

+81-3-5202-7668

masahiro.matsukura@e-scb.co.jp

Telephone number:

Email Address:

toru.koriyama@e-scb.co.jp

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
 (If known)

Filed on: _____

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 71,212,603.40 (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

As Per Attached

International Securities Identification Number (ISIN):

(Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

As Per Attached

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

91553 (Euroclear Bank), 0100000 (Japan Securities Depository Center, Inc.)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:
 OCT. 15, 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
 Yoichi Tobitsuka, General Manager, Treasury Operations Division

FOR COURT USE ONLY

FILED / RECEIVED

OCT 19 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Yoichi Tobitsuka
 Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076**

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Attached Sheet

1.Schedule of the claim amounts

Issuer	Face Amount (original)	Face Amount (USD)	Accrued Int (USD)	Amount of claim (U)
1 LEHMAN BROTHERS HOLDINGS INC.	EUR 10,000,000.00	14,175,000.00	114,836.39	14,289,836
2 LEHMAN BROTHERS HOLDINGS INC.	JPY 3,000,000,000	28,390,271.60	127,017.28	28,517,288
3 LEHMAN BROTHERS TREASURY CO. B.V.	JPY 3,000,000,000	28,390,271.60	15,206.53	28,405,478
Total		70,955,543.20	257,060.20	71,212,603

1USD=JPY105.67

1EUR=USD1.4175

※ Foreign Exchange Rates as published by Federal Reserve Bank of New York on 15th September 2008, as of Noon Buying Rates .

2.ISIN and 3.Euroclear Bank and JASDEC Blocking No.

Issuer	ISIN	Blocking No.
1 LEHMAN BROTHERS HOLDINGS INC.	XS0224346592	6033335
2 LEHMAN BROTHERS HOLDINGS INC.	JP584117A5A9	127
3 LEHMAN BROTHERS TREASURY CO. B.V.	XS0193227260	6033334

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Foreign Exchange Rates

Series: EUR (European Monetary Union Euro)
Noon Buying Rates *

[XML Download](#)

FX DATE	VALUE
09-15-2008	1.4175

Series: JPY (Japan Yen)
Noon Buying Rates

[XML Download](#)

FX DATE	VALUE
09-15-2008	105.67

* Indicates rates quoted in U.S. dollars per foreign currency unit. All other rates quoted in foreign currency units per U.S. dollar.

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[Historical Data](#)

[Historical Foreign Exchange Rates in XML»](#)

[Record of Revisions to the Foreign Exchange Rates Archive »](#)



SHINKIN CENTRAL BANK

To : United States Bankruptcy Court/Southern District of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

Dear Sirs

Please find Lehman Securities Programs Proof of Claim as per attached.
And we request you to send us acknowledgment of our filing with enclosed envelope.

Kind Regards
M.Matsukura
Deputy General Manager , Treasury Operations Division
SHINKIN CENTRAL BANK
Address: 3-7, Yaesu 1-Chome, Chuo-ku, Tokyo 103-0028, Japan
Email: masahiro.matsukura@e-scb.co.jp
Phone: +81-3-5202-7668
Fax: +81-3-3278-7046

EXTREMELY URGENT

DCS

OVERSEAS COURIER SERVICE

PULL TO OPEN

- 1.必ず封筒をお預かりの上、封緘に印を入れ下さい。 BEFORE SEALING THIS ENVELOPE, MAKE SURE ALL THE CONTENTS ARE FULLY PREPARED.
- 2.送り先アドレスは完全なアドレスで、宛人名、電話番号を記入下さい。 PLEASE FILL IN FULL ADDRESS, ATTENTION NAME AND PHONE NUMBER.
- 3.現金または現金に関するもののお出しを致しません。 WE DO NOT ACCEPT CASH OR CASH EQUIVALENT.

4.封筒の貼面は出来ません。
WE DO NOT DELIVER TO P.O.BOX ADDRESS.
5.郵便局など、個人宅へはお届け致しません。
WE DO NOT ACCEPT PERSONAL CORRESPONDENCE.

SHIPPER'S ACCOUNT		TELEGRAM		RECEIVED	
SD98651		TYO			
SECTION CODE		SERVICE CHECK		RECEIVED	
80.		90.		95.	
FROM (CITY)		TO (CITY)		RECEIVED	
SHINKIN CENTRAL BANK 3-7, YAESU 1-CHOME, CHO-ku,		Lehman Brothers Pl. Holdings, Chains Processing Center X-16 Corp Bankruptcy Settlement LLC			
TOKYO JAPAN PHONE 03-5202-7896		FDR Station, P.O. Box 51094 New York, NY 10150-5096		WEIGHT CHARGE	
SHIPPER'S NAME/TYPE, SIGNATURE <i>(P.L. OSAKI)</i>		WEIGHT 103-0028 757 340 10150-5096		SURCHARGE	
SHIPPER'S REFERENCE		ATN OCT 19 2009		COLLECT CHARGE	
Description of contents		OTHER SPECIAL INSTRUCTIONS OCT 19		COPY CONSIGNEE	
DECLARED VALUE FOR CUSTOMS 1/2/10		DISCHARGE TIME AM PM		COPY CUSTOMS COPY P.O.D. 11 ④ ⑤ ⑥ ⑦ ⑧	
DATE 1/2/10		TIME AM PM		CHARGEABLE WEIGHT 10/19/09 AM PM	
M D				CONSIGNEE'S SIGNATURE PLEASE PRINT	

2008 MAR

EXHIBIT B

[Executed Evidence of Transfer of Claim]

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Shinkin Central Bank ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the 20% or USD14,175,000.00 (in principal amount) or USD14,289,836.39 (including accrued interest thereon) specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 42201 filed by or on behalf of Shinkin Central Bank (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to

indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

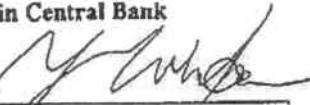
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

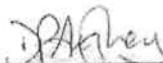
7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 7th day of December 2009.

Shinkin Central Bank

By: 
Name: Yoichi Tobitsuka
Title: General Manager
Treasury Operations Division
3-7, Yaesu 1-Chome, Chuo-ku
Tokyo 103-0028, Japan

Barclays Bank PLC

By: 
Name: DAVID AVERY
Title: DIRECTOR - LEGAL DEPARTMENT
745 Seventh Avenue
New York, NY 10019

Schedule 1

Transferred Claims

Purchased Claim

20% or USD 14,175,000.00 (in principal amount) or USD 14,289,836.39 (including accrued interest thereon) of \$71,212,603.40 (the outstanding amount of the Proof of Claim as of 7 December 2009).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR500,000,000 Floating Rate Notes due 2012, issued by Lehman Brothers Holdings Inc.	XS0224346592	Lehman Brothers Holdings Inc.	None	USD 14,175,000.00 (EUR 10,000,000.00)	3month Euribor + 0.25% (A/360)	20th July 2012	USD 14,836.39